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OF COUNSEL
URBAN A. LESTER

June 27, 2001

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 23527-A FILED
JUN 27 '01 4:18 PM
SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Master Net Railcar Lease and Schedule No.02, dated June 4, 2001 and effective as of March 1, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Master Net Railcar Lease which is being filed with the Board under Recordation Number 23527.

The names and addresses of the parties to the enclosed document are:

Lessor: The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas
New York, New York 10036

Lessee: The Burlington Northern and
Santa Fe Railway Company
2650 Lou Menk Drive
Fort Worth, TX 76131

A description of the railroad equipment covered by the enclosed document is:

One hundred and seventy-five (175) boxcars: BNSF 728225 - BNSF 728399 inclusive.

Mr. Vernon A. Williams
June 27, 2001
Page 2

A short summary of the document to appear in the index is:

Memorandum of Master Net Railcar Lease and Schedule No.02, dated June 4, 2001 and effective as of March 1, 2000, between The CIT Group/Equipment Financing, Inc., Lessor, and The Burlington Northern and Santa Fe Railway Company, Lessee.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', written in a cursive style.

Robert W. Alvord

RWA/anm
Enclosures

CERTIFICATION

RECORDATION NO. 23527-A FILED

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

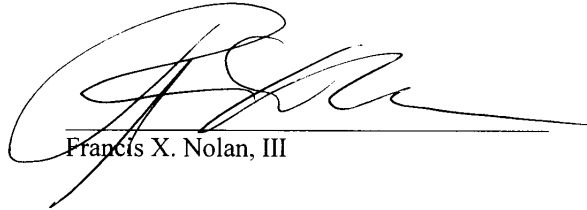
JUN 27 '01 4-18 PM

SURFACE TRANSPORTATION BOARD

I, Francis X. Nolan, III, a partner at the law firm Schnader Harrison Segal & Lewis LLP, admitted to practice in the State of New York, DO HEREBY CERTIFY that attached hereto are:

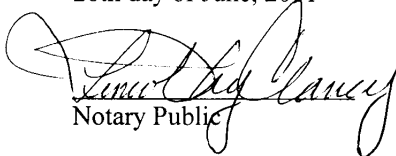
1. A true and correct copy of the original Memorandum of Master Net Railcar Lease, dated June 4, 2001, between The CIT Group/Equipment Financing, Inc., and The Burlington Northern and Santa Fe Railway Company; and
2. A true and correct copy of Schedule No. 02 to Master Net Railcar Lease, dated June 4, 2001 and effective as of March 1, 2000.

IN WITNESS WHEREOF, I have hereunto set my hand and caused this certificate to be delivered this 26th day of June, 2001.



Francis X. Nolan, III

Sworn to before me this
26th day of June, 2001


Notary Public

TIMOTHY CLANCY
NOTARY PUBLIC, State of New York
No. 01CL5021469
Qualified in New York County
Commission Expires Dec. 13, 2001

MEMORANDUM OF NET RAILCAR LEASE

THIS MEMORANDUM OF NET RAILCAR LEASE, dated as of this 4th day of JUNE, 2001, is made by THE CIT GROUP/EQUIPMENT FINANCING, INC., a Delaware corporation, with an address at 1211 Avenue of the Americas, New York, New York 10036 (the "Lessor" and, together with the Lessee, the "Parties") and THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, with an address at 2650 Lou Menk Drive, Fort Worth, TX 76161 (the "Lessee").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, the Lessor and the Lessee entered into that certain Master Net Railcar Lease dated as of April 5, 2001 and effective as of April 27, 1999, and Schedule No. 02 thereto dated JUNE 4, 2001 and effective as of March 1, 2000 (together, the "Lease") covering the equipment listed on Exhibit A hereto (the "Equipment");

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid Lease, and the respective interests therein of the Parties and accordingly the Parties have caused this memorandum to be executed by their respective duly authorized officers, as of the date first above written.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, by this instrument the Lessor hereby leases and confirms the lease of the Equipment to the Lessee in accordance with the terms and conditions of the Lease, and the Lessee confirms and accepts such terms and conditions, which are incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: Joseph L. Mankowski
Name: JOSEPH L. MANKOWSKI
Title: VICE PRESIDENT/RAIL RESOURCES

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

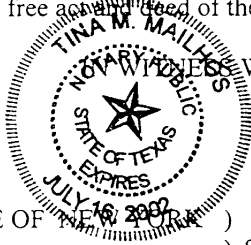
By: Fritz Draper
Name: Fritz Draper
Title: Vice President

Exhibit A

| <u>Quantity</u> | <u>Equipment Description</u> | <u>Reporting Marks and Numbers</u> |
|-----------------|--|------------------------------------|
| 175 | 50' Plate F 16' double plug boxcars | BNSF 728225-728399 |

STATE OF TEXAS)
) SS:
COUNTY OF TARRANT)

On this 4th day of June, 2001 before me personally appears Steven E. Simon, to me personally known, who by me duly sworn, says that he/she is the Director Equipment Services of THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Tina M. Mailhes
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 4th day of June, 2001 before me personally appears Joseph L. Manowski, to me personally known, who by me duly sworn, says that he/she is the Vice-President of THE CIT GROUP/EQUIPMENT FINANCING, INC. (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Barbara Garner
Notary Public

BARBARA GARNER
Notary Public, State of New York
No. 019A5065133
Qualified in Nassau County
Certificate filed in New York County
Commission Expires Sept. 3, 2002

SCHEDULE NO. 02

This Schedule No. 02 to that certain Master Net Railcar Lease (hereinafter as the same may from time to time be amended, modified or supplemented referred to as the "Agreement") dated as of April 5, 2001, and effective as of April 27, 1999 between THE CIT GROUP/ EQUIPMENT FINANCING, INC. ("Lessor") and THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY ("Lessee") is made as of June 4, 2001, and effective as of March 1, 2000.

Lessor and Lessee agree as follows.

1. Capitalized Terms. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule No.02 except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.
2. Cars Leased. Lessor hereby leases the following cars to Lessee subject to the terms and conditions of the Agreement and this Schedule.

| <u>Quantity</u> | <u>Equipment Description</u> | <u>Reporting Marks and Numbers</u> |
|-----------------|-------------------------------------|------------------------------------|
| 175 | 50' Plate F 16' double plug boxcars | BNSF 728225-728399 |

3. Acceptance. Lessee shall inspect each Car promptly when delivered to Lessee at a Delivery Location. Failure to report that any Car is not in Interchange Condition within the earlier of five (5) days of such Car's delivery to Lessee or the date of loading of such Car by Lessee or at Lessee's direction, (such period being referred to as the "5 Day Acceptance Period") shall constitute acceptance by Lessee of such Car, and shall be conclusive evidence that such Car is accepted by Lessee for all purposes of the Agreement.
4. Commodities to be Carried. Lessee will use the Cars primarily for forest products.
5. Lease Commencement Date. As to a Car, the date such Car is accepted at the Delivery Location.
6. Expiration Date. (a) April 30, 2003 (which is agreed to be the date which is thirty-six (36) months from the day of the month in which the last Car described on this Schedule is expected to be accepted at the Delivery Location).

(b) Renewal. So long as no Event of Default shall have occurred and be continuing hereunder, Lessee shall have the option, upon at least ninety (90) days written notice to Lessor prior to the expiration of the initial term hereof, to renew this Agreement for a term of twenty-four (24) months at the same rate of \$665.00 per Car per month payable in arrears. All provisions of this Agreement shall be applicable during the Renewal Term.
7. Party Responsible for Taxes. Lessee, to the extent provided in Section 7 of the Agreement.

8. Remarketing Responsibility. Lessee will be responsible for remarketing Cars upon return to Lessor.
9. Delivery Location. At the BNSF Interchange in Chicago, Illinois.
10. Rent. (a) Lessee shall pay Lessor a fixed rent of \$665.00 per Car per month payable in arrears. Any period which is less than a full month shall be prorated. Rent shall commence on the date a Car is accepted at the Delivery Location ("Rent Commencement Date").
11. Settlement Value. The amount payable to the owner of a Car under Interchange Rule 107.
12. Lessee Notice. The Burlington Northern and Santa Fe Railway Company
2650 Lou Menk Drive
Fort Worth, TX 76131-2830
Attention: Richard Knutson
Telecopier No.: (817) 352-7118
Telephone No.: (817) 352-6363
13. Outside the United States. For purposes of this Schedule, the terms of Subsection 9.C of the Agreement remain in full force and effect.

Each party, pursuant to due corporate authority, has caused this Schedule to be executed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Schedule was the free act of the corporation, the foregoing is true and correct and that this Schedule was executed on the date indicated below.

THE CIT GROUP/
EQUIPMENT FINANCING, INC.
Lessor

By: Joseph F. Montemurro

Title: Vice President

Date: 04 JUN 01

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY
Lessee

By: H. B. Draper

Title: Vice President

Date: June 4, 2001